

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM840855

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VATICA HEALTH, INC.		09/20/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midtown Madison Management LLC		
<b>Street Address:</b>	780 Third Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4981848	VATICA HEALTH	
<b>Registration Number:</b>	4981849	VATICA HEALTH THE FUTURE OF HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9498527792		
<b>Email:</b>	ipprosecution@orrick.com, vsantos@orrick.com		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP		
<b>Address Line 1:</b>	2050 Main Street, Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	45478.21		
<b>NAME OF SUBMITTER:</b>	Victor Santos		
<b>SIGNATURE:</b>	/Victor Santos/		
<b>DATE SIGNED:</b>	09/20/2023		
<b>Total Attachments: 4</b>			
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**SECURITY INTEREST AGREEMENT IN TRADEMARKS**

This SECURITY INTEREST AGREEMENT IN TRADEMARKS (this “Agreement”) is made as of September 20, 2023 (the “**Effective Date**”) between VATICA HEALTH, INC., a Delaware corporation (“**Assignor**”) and Midtown Madison Management LLC (“**Assignee**”), as administrative agent and collateral agent for the Lenders under the Credit Agreement referenced in that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Security Agreement**”)

Initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in Security Agreement.

**Grant of Security.** As collateral security for the Secured Obligations, Assignor grants to Assignee, as administrative agent and collateral agent for the Lenders under the Credit Agreement a security interest in and continuing lien in all of Grantor’s right, title and interest in the Trademarks, including the trademarks listed on the annexed Exhibit A, and all extensions or renewals of any of the foregoing, all of the goodwill of the business associated with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit).

**Recordation.** Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

**Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern, as applicable.

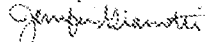
Assignee’s security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: September 20, 2023

*[Signature Appears on Following Page]*

**VATICA HEALTH, INC.**

DocuSigned by:



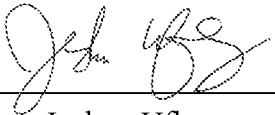
By: \_\_\_\_\_

Name: Jennifer Giannotti

Title: Secretary and Treasurer


**ACKNOWLEDGED BY:**

**MIDTOWN MADISON MANAGEMENT LLC,**  
as Assignee

By:   
Name: Joshua Ufberg  
Title: Authorized Signatory

**Exhibit A**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Date of Registration</b>	<b>Recorded Owner</b>
VATICA HEALTH	U.S.	4981848	June 21, 2016	Vatica Health, Inc.
 Vatica Health THE FUTURE OF HEALTHCARE	U.S.	4981849	June 21, 2016	Vatica Health, Inc.

**TRADEMARK APPLICATIONS**

None.